

RESOLUTION NO. CR-26-90
(as amended)

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH
THE DEVELOPER OF ADAMS MILL TO COST-SHARE THE
CONSTRUCTION OF A WATERLINE, THE RELOCATION
OF A PART OF HOME ROAD, AND TO PURCHASE
RIGHTS-OF-WAY FOR SAID ROAD

WHEREAS, the approved development plans for Adams Mill contain plans for a new waterline and the relocation of a portion of Home Road;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

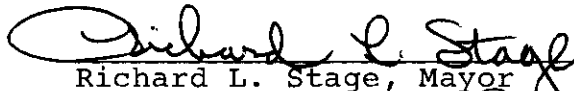
SECTION 1. The City Administrator is hereby authorized to enter into a development agreement with the developer of Adams Mill to cost-share the construction of a waterline, the relocation of a part of Home Road and the purchase of rights-of-way for said road. A copy of said agreement is attached hereto and marked "Exhibit A" as if fully written herein.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.



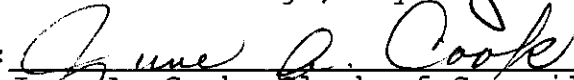
Earl R. Nicholson, President of Council

Passed: 5/7/90



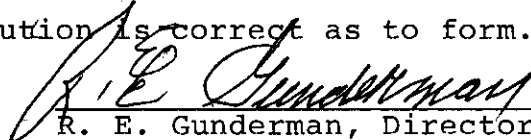
Richard L. Stage, Mayor

Effective: 5/7/90

Attest: 

June A. Cook, Clerk of Council

I Certify that this resolution is correct as to form.



R. E. Gunderman, Director of Law

EXHIBIT "A"

DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into to be effective as of the _____ day of _____, 1990, by and between COLUMBUS FIRST DEVELOPMENT, an Ohio general partnership (hereinafter the "Builder") and the CITY OF GROVE CITY, OHIO, an Ohio municipal corporation (hereinafter the "City") with respect to 20.4 acres, more or less, of land owned by Builder within the corporate limits of City and situated at the intersection of Home and Hoover Roads (hereinafter the "Property") upon which Builder proposes to develop multi-family residences (hereinafter the "Project") in accordance with the development plan for such Project heretofore filed with the City Planning Commission (hereinafter the "Plan").

IN CONSIDERATION of the mutual agreements herein, City and Builder agree as follows:

1. Within thirty days after the satisfaction of the contingencies hereinafter set forth, Builder will convey to City at closing the strip of land required for the construction of proposed Road between Hoover Road and Home Road as the same as shown upon the Plan (hereinafter the "Proposed Road").

2. City shall pay Builder at closing for such conveyance the sum of Thirty Thousand Dollars (\$30,000) less the customary adjustment for taxes not yet due and payable.

3. City shall with due diligence proceed with the construction of the Proposed Road between Hoover Road and Home Road as the same is shown upon the Plan and complete such construction on or before October 1, 1990. Upon completion of the Proposed Road the same shall become a public street and shall be maintained by the City.

4. Builder agrees to consent to the assessment of the Property for the actual cost of constructing the Proposed Road between Hoover Road and Home Road and will execute further documents upon request of the City to confirm such consent. Any assessment of the Property for such improvement shall exclude the cost of the land conveyed to the City, shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000) and shall be payable over a period of twenty years.

5. Builder agrees to construct a sidewalk on the south side of the Proposed Road between Hoover Road and Home Road in accordance with the Plan. Such construction shall occur during Phase One of the Project, which is designated on the Plan. Builder also agrees to construct new sidewalks on the south side of Home Road in accordance with the Plan upon completion of the curbs and other improvements planned by the City to Home Road between State Route 62 and the Proposed Road.

6. Builder agrees to construct a water line in accordance with the Plan which water line has been sized in accordance with the City's wishes. The City agrees to pay to Builder, upon completion of such construction and presentation of invoice, Five Dollars (\$5.00) for each lineal foot of such water line. Upon completion, such water line shall become a part of the City's water system.

7. If, in addition to such water line, Builder constructs a private water line to serve fire hydrants on the Property, Builder agrees to release City and its fire department or company from any liability for damages arising from the periodic flushing of fire hydrants, except damage arising from gross negligence on its or their part.

8. This Agreement is contingent upon the final required approval of the Plan by the City's Planning Commission and Council, expiration of any applicable referendum period, and the issuance to Builder of building permits for construction of Phase One of the Project, which is designated on the Plan.

IN WITNESS WHEREOF, the Parties have hereunto set their respective hand to be effective as aforesaid.

COLUMBUS FIRST DEVELOPMENT

CITY OF GROVE CITY, OHIO

By Bell Properties, A Partner

By

Thomas M. Bell
Its President

By

Charles Boso,
City Administrator